TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, [redacted] 1919

No. 4[redacted] 1[redacted]6

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

UNITED STATES STEEL CORPORATION ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY.

VOLUME 1.

SPECIAL EXHIBITS.

FILED MAY 13, 1918.

UNITED STATES

vs.

UNITED STATES STEEL CORPORATION

SPECIAL EXHIBITS, VOL. 1.

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Special Exhibit No. 1.

October 4, 1912.

DISTRICT COURT OF THE UNITED STATES,

FOR THE DISTRICT OF NEW JERSEY.

UNITED STATES OF AMERICA vs. UNITED STATES STEEL CORPORATION and others.	No. 6214

STIPULATION.

It is hereby stipulated by and between the petitioner and the defendants, represented by Messrs. Lindabury, Depue and Faulks, as follows:

The following contracts and agreements, to-wit:

Agreement of April 12, 1905, between American Sheet & Tin Plate Company and American Can Company;

Contract of December 1st, 1908, between American Sheet & Tin Plate Company and American Can Company;

Agreement of March 27, 1907, between the American Steel & Wire Company of New Jersey and the Union Pacific Railroad Company and others, in respect to barb wire, plain fence wire, telegraph wires, etc.;

Agreement of November 23, 1911, between the American Steel & Wire Company of New Jersey and the Union Pacific Railroad Company and others, in respect to barb wire, plain fence wire, telegraph wires, etc.;

Agreement of March 20, 1907, between the American Steel & Wire Company of New Jersey and the Union Pacific Railroad Company and others, in respect to wire nails;

Agreement of November 23, 1911, between the American Steel & Wire Company of New Jersey and the Union Pacific Railroad Company and others, in respect to wire nails;

Agreement of September 23, 1908, between the American Steel & Wire Company of New Jersey and the Union Pacific Railroad Company and others, in respect to steel wire rope and fittings; together with the letters of December 27, 1910, and May 18, 1911, concerning said wire rope contract;

are offered in evidence in behalf of the Petitioner, subject to objection to competency and relevancy; that said contracts were executed and operated under; that by agreement of counsel said contracts have been printed separately from the rest of the record and sealed, and are presented to the Court to be used as evidence, subject to said exceptions to competency and relevancy, and subject to such orders as the Court may make as to publicity; that no exception will be taken on the ground that certain price lists, catalogues, etc., referred to in certain of said contracts, are not printed.

September 24, 1912.

J. M. DICKINSON,
HENRY E. COLTON,
BARTON CORNEAU,
Special Assistants to the Attorney-General.
LINDABURY, DEPUE & FAULKS,
Sols.

MEMORANDUM OF AGREEMENT.

Pursuant to an understanding reached at a meeting between Messrs. D. G. Reid, W. T. Graham, W. E. Corey and John A. Topping, held on April 11th, 1905, at the office of the United States Steel Corporation, it was agreed as follows—that on all sales made from this date to the American Can Company for Tin Plate and black sheets of Tin Mill sizes for a period of one year from July 1st, 1905, and as

much longer as is mutually acceptable, the following scale of differentials shall be allowed from the schedule of prices the American Sheet & Tin Plate Company maintains for Tin Plate and Black Plate for tinning only. When Coke Plates base box rates are

From	$3.80	to		$4.00	differential	base box	to be	$	.25
"	3.60	and less	than	3.80	"	"	"	"	"	.20
"	3.40	"	"	3.60	"	"	"	"	"	.17½
"	3.20	"	"	3.40	"	"	"	"	"	.15
"	3.00	"	"	3.20	"	"	"	"	"	.12½
		"	"	3.00	"	"	"	"	"	.10

Schedule for Black Plate for tinning to be based on Coke Tin Plate list of prices—allowance to be made for difference in cost between Coke Tin and Black Plate.

All other black product rolled on Tin Mills $.02½ base box less differential than above, on the price schedules established and maintained by the American Sheet & Tin Plate Company.

Sales under this agreement to be limited to six months periods for shipment, all price schedules—established by American Sheet & Tin Plate Company to be guaranteed against their own decline in prices, for unspecified portions of contract amounts sold to the American Can Company.

The memorandum to constitute a contract when signed by parties hereto.

Apl. 12th 1905

AMERICAN SHEET & TIN PLATE CO.,
by JNO A. TOPPING, Pre'st.
AMERICAN CAN CO.,
by W. T. GRAHAM, Pt.

This Contract made this 1st day of December, 1908, between the AMERICAN SHEET AND TIN PLATE COMPANY and the AMERICAN CAN COMPANY, both corporations of New Jersey,

WITNESSETH: that in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

American Can Company agrees for itself and its successors that it and any individuals, firms or companies now controlled by it operating under other names, and any other individuals, firms or companies whose business may be during the term of this contract acquired by the American Can Company and controlled by it or its successors, shall buy 99% of its and their domestic requirements of Sheet and Tin Mill Products, both Black and Coated, from the American Sheet and Tin Plate Company during the period of five years from December 1st, 1908.

The American Sheet and Tin Plate Company agrees to allow the American Can Company on all sheet and Tin Mill Products purchased by it or any individuals, firms or companies controlled by it during the term of this contract, the following scale of preferentials from their net selling schedule:

ON COKES, CHARCOALS, AND TERNES.

When the net current selling price of American Sheet and Tin Plate Company of Standard 100= Prime Coke Tin Plates is	Preferential
$3.85 or higher per base box	22½c per base box
3.80 per base box	21⅝ " " "
3.75 " " "	20⅝ " " "
3.70 " " "	19⅝ " " "
3.65 " " "	18¾ " " "
3.60 " " "	18⅛ " " "
3.55 " " "	17½ " " "
3.50 " " "	16⅞ " " "
3.45 " " "	16¼ " " "
3.40 " " "	15⅝ " " "
3.35 " " "	15 " " "
3.30 " " "	14⅜ " " "
3.25 " " "	13¾ " " "
3.20 " " "	13⅛ " " "
3.15 " " "	12½ " " "
3.10 " " "	11⅞ " " "
3.05 " " "	11¼ " " "
3.00 " " "	10⅝ " " "
2.95 or lower per base box	10 " " "

On Black Plate, Black and Galvanized Sheets. 15c per 100#
On Galvanized Wasters.....$1.00 a net ton.

American Sheet and Tin Plate Company agrees that if it should at any time during the term of this contract give or allow a preferential off its net prevailing prices on coke plates for domestic use to any other customer in the United States, that thereupon an additional preferential shall be given of the same amount per box on the same number of boxes to American Can Company as is made to such other customer.

Contracts or orders under this contract, or agreement, shall call for ruling current prices at the time such tonnage is placed.

In the event of the decline in Sellers' current rates, buyers are to receive benefit of such revision on any unspecified portion of a contract, or any unshipped portion of an order, and in the event of the re-establishment of prices after a decline, the unspecified portion of the contract and the unshipped portion of orders shall command prices equal to the increase, but in no case shall prices be higher than those called for at the time of entry of such contracts and orders.

The ruling cash discount shall be allowed on the net amount of invoices, after deduction of preferential.

This contract also contemplates the fulfillment of Agreement entered into July 16th, 1906, between the American Sheet and Tin Plate Company and the American Can Company, affecting the delivery of Plates at the New Castle Factory of the American Can Company.

Witness our hands and seals this 1st day of December, 1908.

American Sheet and Tin Plate Company,
C. W. Bray, President. (Seal).
American Can Company,
W. T. Graham, President. (Seal).

Witnesses:
W. S. Maddox.
Attest:
R. H. Ismon,
Secretary.

Barbed, Plain and Telegraph Wires.

This agreement, made and entered into this twenty-seventh of March, 1907, by and between the American Steel & Wire Company of New Jersey, hereinafter called the Sellers, and the Union Pacific Railroad Company, the Oregon Short Line Railroad Company, the Oregon Railroad and Navigation Company, and the Southern Pacific Company, or any of their present or future associated or proprietary companies, hereinafter called the Buyers,—whereby the Sellers in consideration of the payments and convenants herein agreed to be made and performed, agree to furnish and deliver free on board cars at Sellers' Works or equivalent; and the Buyers agree to take at the prices hereinafter stipulated, and subject to the terms of this agreement, such Barbed Wire and Plain Fence Wire as they may require in carload lots, and such as they may desire to purchase in less than carload lots, for their use at points east of Wyoming and Colorado, and north of the Southern boundary lines of the States of Kansas and Missouri; also such as Buyers may desire to purchase from Sellers for use at any other points on Buyers' lines. Also such Galvanized Telegraph Wires, Galvanized Ex. B. B. Bond Wires, Galvanized B. B. Tie Wires, Extra Galvanized Wire Strand and Hard Drawn Galvanized Steel Pulling Wire, as are hereafter noted more in detail.

For Barbed Wire and Plain Fence Wire ordered by the Buyers from the Sellers during each quarterly period beginning January 1st, April 1st, July 1st or October 1st, of any calendar year during the term of this agreement, the base price to be paid f. o. b. Pittsburg or equivalent is to be 5 cts. per 100 lbs. less than Sellers' average base price in car lots to largest customers during the month immediately preceding the quarter in which such orders are placed; such base price in no case to be higher than 5 cts. less than the average base price as quoted on car lots in the Iron Age during the month above mentioned. It is understood that Sellers are to report promptly to Buyers, their average base price to their largest customers during the months of December, March, June and September in each calendar year during the period of this agreement.

It is understood that at the date of this Agreement, Sellers maintain warehouses at Denver, Colo., Salt Lake City, Utah, San Francisco and Los Angeles, Cala., and Portland, Oregon, New Orleans, La., and other points; and it is agreed that Buyers may place orders direct with such warehouses, and the prices to be charged on such orders shall not be higher than the Pittsburg price effective at date of order, with carload all rail tariff rate of freight from Pittsburgh to such warehouse, added.

It is understood that Sellers' pamphlet dated October 1st, 1902, entitled "Advances on Plain Fence Wire" shall represent the extras to apply for sizes other than Nos. 6 to 9 Plain Fence Wire; and also shall represent the advance to be charged for Galvanized Wire over the price of plain, ungalvanized wire.

It is further understood and agreed that the designs and varieties of Painted Barbed Wire known as Pittsburg Glidden or Lyman two-and four-point (shown on page 27 of Sellers' pamphlet entitled "Wire, Wire Nails, Barbed Wire, etc.", issued in May, 1901, and copy of which is attached hereto) shall be considered as the base in establishing prices for barbed wire under this contract.

It is further understood and agreed that the standard advance for Galvanized Barbed Wire over Painted is 30 cts. per 100 lbs.—same as on Plain Wire.

It is further understood and agreed that No. 9 Polished Fence Staples shall take the price of Painted Barbed Wire, and No. 9 Galvanized Fence Staples shall take the price of Galvanized Barbed Wire.

It is understood that the Buyers will purchase of Sellers during the continuance of this agreement, a minimum aggregate amount of not less than two thousand (2,000) miles of Galvanized Telegraph Wire per annum, and not less than 400,000 lengths of Galvanized Bond Wires per annum.

The following lists are agreed upon as applying to the three grades or qualities of Galvanized Telegraph Wire, and to the various sizes in common use: (sic) as per American Steel & Wire Cos (sic) card attached dated Dec. 21st, 1906, showing list prices, etc. of Galvanized Telephone & Telegraph Wire. (Superseded by list dated July 20th, 1908 attached).

	Extra B. B.	B. B.	Steel.
Nos. 6-9	$4.87½	$3.75	$3.50 per 100 lbs.
10-11	5.00	3.87½	3.62½ " " "
12	5.12½	4.00	3.75 " " "
14	5.37½	4.25	4.00 " " "

It is understood and agreed that when the average base price of Plain Fence Wire f. o. b. Pittsburg, on orders placed by buyers with sellers during any quarter of any calendar year, is as shown below, the discounts opposite shall apply from list prices above on Telegraph Wire: (sic) on orders placed during the same quarter.

$1.50 to $1.599	5-5-5-5 & 21½%	discount.
1.60 " 1.699	5-5-5 & 21½	" "
1.70 " 1.799	5-5 & 5	" "
1.80 " 1.899	5-5 & 21½	" "

For higher or lower prices of Plain Fence Wire, discounts on Galvanized Telegraph Wire are to advance on decline 21½% for each change of 10 cnts. per 100 lbs. on Plain Fence Wire.

No. 8 Bond Wires, straightened and cut 40 to 54 in. will take 25 cts. advance over net price for the wire in coil.

No. 11 Galvanized Tie Wire, straightened and cut 15 in. will take 50 cts. per 100 lbs. advance over the price of the wire in coil.

No. 9 Hard Drawn Galvanized Steel Pulling Wire, especially straightened and packed in coils of 6 ft. diameter, containing about 1,000 ft. each, for semaphore and signal uses, it is understood will take an advance over Plain Fence Wire, of $1.90 per 100 lbs.

It is understood and agreed that Sellers would be willing to furnish to Buyers such high-grade, extra galvanized wire strand consisting of seven steel wires twisted into a single strand of the kind mentioned below as the Buyers may desire to purchase from the sellers, under the following terms and conditions, during the term of this agreement.

SIEMENS-MARTIN STRAND.

Tensile strength of the individual wires 90,000 lbs. per square inch.

Diameter in inches.	Approx. weight per 1,000 ft. pounds.	Tensile Strength in pounds.	List Price Extra Galvd. per 100 ft.
1-2	510	11,000	$2.70
7-16	415	9,000	2.20
3-8	295	6,800	1.75
5-16	210	4,860	1.30
9-32	175	4,380	1.05
1-4	125	3,060	.95
3-16	75	2,000	.80
1-8	32	900	.50
Special.			
5-16	210	6,000	1.30

HIGH STRENGTH STRAND.

Tensile strength of the individual wires 150,000 lbs. per square inch, crucible steel quality.

Diameter in inches.	Approx. weight per 1,000 ft. pounds.	Tensile Strength in pounds.	List Price Extra Galvd. per 100 ft.
1-2	510	18,000	3.95
7-16	415	15,000	3.45
3-8	295	11,500	2.70
5-16	210	8,100	2.10
9-32	175	7,300	1.75
1-4	125	5,100	1.50
3-16	75	3,300	1.30
1-8	32	1,500	.80

It is understood and agreed that when the average base price of plain fence wire, f. o. b. Pittsburg, Pa., to Buyers under the terms

The discounts shown below shall apply from list prices of Extra Galvanized Wire Strand mentioned above on orders placed by

of this agreement on orders placed with Sellers by Buyers during any quarter of any calendar year during the term of this agreement is from	Buyers with sellers during the same quarter.			
$1.50 to $1.599	22½	5%	5%	2½%
1.60 to 1.699	22½	5%	5%	
1.70 to 1.799	22½%	5%	2½%	
1.80 to 1.899	22½	5%		

For higher or lower prices of plain fence wire discounts on extra galvanized wire strand are to advance or decline 2½% for each change of 10c. per hundred pounds on plain fence wire.

Both grades of strand herein mentioned are galvanized under the same process as galvanized telegraph wire referred to in this agreement, and are subject to the same test as regards galvanizing.

It is customary to pack 5,000 feet of wire strand on a reel and no charge will be made for reels on which the strand is packed if the quantity ordered is not less than 2,000 feet. If less than 2,000 feet is ordered at a time the material will be packed in coils as usual.

It is understood and agreed that Extra B. B. Galvanized Telegraph Wire is to comply with Western Union Telegraph Co.'s specifications for Galvanized Telegraph Wire, dated October, 1905, copy of which is hereto attached; and B. B. and Steel Galvanized Telegraph Wire are to comply with American Telegraph & Telephone Co.'s specifications for B. B. and Steel Galvanized Telegraph Wire, dated March 14th, 1907, copy of which is also attached.

It is understood and agreed that Hard Drawn Galvanized Steel Pulling Wire is to comply with Buyers' specifications for Hard Drawn Galvanized Steel Pulling Wire, dated March 1907, attached.

It is understood that Galvanized Bond Wires and Tie Wires are to be packed in bundles of about 50 lbs. each, the ends well protected by burlap to guard against injury in transit.

It is generally understood that Buyers will require Extra B. B. Galvanized Telegraph Wire stock in the Bond Wires ordered, and that Buyers will require B. B. Galvanized Telegraph Wire stock in such Tie Wires as are ordered.

It is understood and agreed that the prices named herein on the three grades of Telegraph Wire, Wire Strand Bond Wires, Tie Wires and Pulling Wire, are based upon f. o. b. Sellers' works, Worcester, Mass. with actual freight allowed not exceeding 25 cts. per 100 lbs.

Terms of payment are to be net cash in 30 days from date of shipment.

It is understood that the quality of all materials furnished under this agreement, is to be strictly first class in every respect, and satisfactory to the Buyers' inspector; and that the material will be properly packed for shipment.

It is understood that all orders shall be addressed to Sellers at Chicago or New York; or to any of Sellers local warehouses where such material is carried in stock.

On Barbed Wire, Plain Wire and Telegraph Wire & Wire Strand, etc. required by any of the companies mentioned above, for use in Mexico, orders should be addressed to the United States Steel Products Export Company, at 21 State St., New York, who will furnish them under the terms and conditions named above except that the prices are to be 5% less than those indicated herein.

Sellers agree to carry on hand such a stock of the materials mentioned herein, as will enable them to promptly fill orders issued by the Buyers. But strikes, differences with workmen, or other contingencies beyond the control of Sellers, shall relieve them from the prompt fulfillment of this agreement during the continuance of such contingency.

This agreement can be terminated at any time by the Sellers giving three months notice to the authorized representative of the Buyers, or the Buyers giving three months notice to the authorized representative of the Sellers, of intention to do so.

Executed in duplicate, the day and year first above written.

AMERICAN STEEL & WIRE COMPANY,
By T. H. TAYLOR,
Asst. Gen. Sales Agent.
UNION PACIFIC RAILROAD COMPANY,
OREGON SHORT LINE RAILROAD COMPANY,
THE OREGON RAILROAD & NAVIGATION COMPANY,
SOUTHERN PACIFIC COMPANY.
By W. V. S. THORNE,
Director of Purchases.

AGREEMENT.

BARBED, PLAIN, TELEGRAPH, TELEPHONE, STEEL PULLING, BOND WIRES AND TIE WIRES.

THIS AGREEMENT, made and entered into this twenty-third day of November, 1911, by and between the AMERICAN STEEL & WIRE COMPANY OF NEW JERSEY, hereinafter called the Sellers, and the UNION PACIFIC RAILROAD COMPANY, THE UNION PACIFIC COAL COMPANY, OREGON SHORT LINE RAILROAD COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, SOUTHERN PACIFIC COMPANY, NORTHWESTERN PACIFIC RAILROAD COMPANY, THE ST. JOSEPH & GRAND ISLAND RAILWAY COMPANY, PACIFIC ELECTRIC RAILWAY COMPANY, SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY, PACIFIC MAIL STEAMSHIP COMPANY and SOUTHERN PACIFIC COMPANY'S ATLANTIC STEAMSHIP LINES, or any of their present or future associated or proprietary companies, hereinafter called the Buyers:

WITNESSETH: This new and revised Agreement No. 1-217 is now made in order to simplify and revise former Agreement No. 1-217, dated March 27th, 1907, and Supplements Nos. 1 to 11 thereto, inclusive, which will hereafter be considered as superseded and cancelled accordingly.

This new agreement also refers to the latest revised catalogues and list prices of the sellers.

The Sellers, in consideration of the payments and covenants herein agreed to be made and performed, agree to furnish and deliver free on board cars at Sellers' works or equivalent; and the Buyers agree to take at the prices hereinafter stipulated, and subject to the terms of this agreement, such Barbed Wire and Plain Fence Wire and Staples as they may require in carload lots, and such as they may desire to purchase in less than carload lots, for their use at points east of Wyoming and Colorado and north of the Southern boundary lines of the States of Kansas and Missouri; also such as Buyers may desire to purchase from Sellers for use at other points on Buyers' lines. Also such Galvanized Telegraph Wire, Galvanized Extra B. B. Bond Wires, Galvanized B. B. Tie Wires and Hard Drawn Galvanized Steel Pulling Wire as are hereinafter noted more in detail.

For Barbed Wire and Annealed or Galvanized Fence Wire ordered by the Buyers from the Sellers during each quarterly period beginning January 1st, April 1st, July 1st or October 1st of any calendar year during the term of this agreement, the base prices to be paid f. o. b. Pittsburgh, Pa. or equivalent, are to be 5cts. per one hundred (100) pounds less than Sellers' average base price for such article in car lots to largest customers during the month immediately preceding the quarter in which such orders are placed; such base price for each article in no case to be higher than 5 cents less than the average base price for such article as quoted to largest buyers on car lots in the "Iron Age" under the general heading "Comparison of Prices" during the month above mentioned.

It is understood that Sellers are to report promptly to Buyers, their average base price to their largest customers during the months of December, March, June and September in each calendar year during the period of this agreement.

CATALOGUE.

It is understood that Sellers' 54-page Catalogue marked "American Steel & Wire Company—Catalogue of Nails, Wire, Barbed Wire Netting, Tacks and other Products" dated September, 1911, hereby made a part of this agreement,

refers to most of the various kinds of wire mentioned in this agreement and indicates base sizes and extras applicable to other than base sizes of same.

It is understood that page 27 of the catalogue referred to shows the extras to apply for sizes other than No. 9 and coarser Annealed Fence Wire and also the advance to be charged for Galvanized Fence Wire over the prices of Annealed Fence Wire.

Base Sizes of Painted Barbed Wire.

It is further understood and agreed that the designs and varieties of Painted Barbed Wire illustrated on Pages 32 and 33 of the Sellers' catalogue referred to, shall be considered as base sizes in establishing prices for Barbed Wire under this agreement.

Galvanized Barbed Wire.

It is further understood and agreed that the standard advance for Galvanized Barbed Wire over Painted is 30 cts. per 100 lbs.

Fence Staples.

It is further understood and agreed that No. 9 Polished Fence Staples shall take the price of Painted Barbed Wire, and No. 9 Galvanized Fence Staples shall take the price of Galvanized Barbed Wire.

Galvanized Telegraph & Telephone Wire.

It is understood that Sellers' 4 page pamphlet marked "W. & M. Telephone Wire" dated September 1st, 1910, attached hereto, gives full information in regard to sizes and weights etc. of Extra B. B., B. B. and Steel Galvanized Telegraph and Telephone Wire.

The following extras or advances will apply for Telegraph and Telephone Wires over price Buyers are paying Sellers for corresponding size of Annealed Fence Wire:

Extra B. B.	$1.95	advance per 100 lbs.
B. B.	1.10	" " " "
Steel	.90	" " " "

Bond Wires.

No. 8 Bond Wires, straightened and cut 40 to 54 inches, will take 25 cts. advance over net price for the wire in coil.

Tie Wires.

No. 11 Galvanized Tie Wires, straightened and cut 15 inches will take 50 cents per 100 lbs. advance over the price of the wire in coil.

Galvanized Steel Pulling Wire.

No. 9 Hard Drawn Galvanized Steel Pulling Wire, especially straightened and packed in coils of 6 ft. diameter, containing about 1000 ft. each, for Semaphore and Signal uses, it is understood will take an advance over No. 9 Annealed Fence Wire of $1.90 per 100 lbs.

Specifications Extra B. B. Galvanized Telegraph Wire, B. B. and Steel Galvanized Telegraph Wire, Hard Drawn Galvanized Steel Pulling Wire. Galvanized Bond Wires and Tie Wires.

It is understood that Extra B. B. Galvanized Iron Telegraph Wire furnished by Sellers is to comply with Buyers' specification CS—1014, for Galvanized Iron Telegraph Wire, revised October, 1910, copy of which is attached hereto.

It is understood that B. B. and Steel Galvanized Telegraph Wire furnished by Sellers is to comply with adaptation of American Telephone & Telegraph Company's Specification for B. B. and Steel Galvanized Telephone Wire, revised Nov. 23d, 1911, copy of which is attached hereto.

It is understood that Hard Drawn Galvd. Steel Pulling Wire is to comply with Galvanized Steel Pulling Wire Specification, dated March 14, 1907, copy of which is attached hereto.

It is understood that Galvanized Bond Wires will be made of No. 8 B. W. G. Extra B. B. Galvanized Wire which complies with the requirements of Buyers' Specification CS-1014, revised October, 1910, for Galvanized Iron Telegraph Wire, and that these Bond Wires may be ordered in lengths of 40

in., 44 in., 48 in., 50 in., and 54 in., as illustrated on Buyers' Drawing C S-191, revised November, 1909, marked "Common Standard Bond Wires."

It is understood that Tie Wires will be made of Galvanized B. B. Wire above mentioned, cut to lengths desired.

PACKING OF BOND AND TIE WIRES.

Bond Wires and Tie Wires shall be put up in bundles of one hundred (100) or three hundred (300) as ordered, well burlapped at ends and securely fastened in not less than three (3) places. A tag shall be securely fastened to each bundle, having plainly and indelibly marked thereon the kind, the number and the length of the wires, the Purchasers' order and inspection number and the proper shipping address.

DELIVERY.

It is understood and agreed that the prices named herein on the three grades of Telegraph Wire, Bond Wires, Tie Wires and Pulling Wire, are based upon f. o. b. Sellers' Works, Worcester, Mass. with actual freight allowed not exceeding 25 cts. per 100 pounds.

WAREHOUSES.

It is understood that at the present time, Sellers maintain warehouses at Chicago, Ill., Denver, Colo., Salt Lake City, Utah; San Francisco and Los Angeles, Cala; Portland, Oregon; Seattle, Washington; New Orleans, La., St. Louis, Mo., Memphis, Tenn., Texas City, Texas, and Savannah, Ga., and it is agreed that Buyers may place orders directly with such warehouses and the prices to be charged on such orders shall not be higher than the Pittsburgh or Worcester price effective at date of order, with carload all rail tariff rate of freight from Pittsburgh or Worcester to such warehouses, added, less freight allowance above mentioned when shipped from Worcester.

Prices for Delivery in Mexico.

In case any of the articles referred to herein are ordered for use in Mexico, orders therefor should be addressed to the United States Steel Products Company, 30 Church St., New York City, which company will furnish such articles under the terms and conditions named herein except that the prices shall be 5% less than those effective at the time for delivery in the United States, provided, however, that when the base prices on wire furnished on orders placed hereunder for material for domestic use are higher than $1.30 per 100 lbs. for Annealed Fence Wire, and $1.50 per 100 lbs. for Painted Barbed Wire, and the application of the special discount would make the net prices less than $1.30 per 100 lbs. for Annealed Fence Wire and less than $1.50 per 100 lbs. for Painted Barbed Wire, then $1.30 per 100 lbs. and $1.50 per 100 lbs shall be the base prices respectively for such materials furnished on orders placed for export. When the domestic base prices are $1.30 or less per 100 lbs. for Annealed Fence Wire and $1.50 or less per 100 lbs. for Painted Barbed Wire, there will be no special discount on wire furnished on orders placed hereunder for material for export.

Prices for Delivery in Washington, Oregon, California, Arizona, Nevada and Idaho.

In case any of the articles above mentioned are desired for use in Washington, Oregon, California, Arizona, Nevada and Idaho, orders for same should be addressed to the United States Steel Products Company (Pacific Coast department) at San Francisco, Cala. which company will furnish such articles under the terms and conditions named herein for wire for domestic use.

It is understood that at times Sellers may be able to make slight concessions in prices of wire below the figures above mentioned, as regards deliveries in Texas; Pacific Coast States and Denver and Salt Lake territory. When such concessions in prices can be made effective, it is understood the Director of Purchases of the Buyers will be advised from time to time by separate letters in regard to what such concessions will be.

BASE PRICES EFFECTIVE TO MARCH 31ST 1912, AND THEREAFTER.

The base prices effective as regards Wire and Staples furnished on orders placed by Buyers with Sellers until March 31st, 1912, and thereafter until written notice from representative of the Sellers to representative of the Buyers to the contrary, or until prices are further reduced under the sliding scale arrangement referred to in this Agreement will be as follows:

Kind of Wire or Staples.	Prices.
Painted Barbed Wire and Bright Staples	$1.49 per 100 lbs.
Galvanized " " " Galvd. "	1.79 " " "
Annealed Fence Wire, sizes 0-9 (which are base)	1.29 " " "
Galvanized Fence Wire	1.59 " " "

All the above prices are f. o. b. Pittsburgh, Pa.

Galvanized Iron Extra B.B. Telegraph Wire,	As provided for by means of an extra over corresponding size of Annealed Fence Wire.
" " B.B. Telephone Wire,	
" " Steel Telephone Wire	
No. 9 Galvanized Steel Pulling Wire	As provided for by means of an extra over corresponding size and quality of Telegraph Wire.
Bond Wires and Tie Wires	

Prices named for Telegraph Telephone, Bond and Tie Wires, and Steel Pulling Wire are for delivery Worcester, Mass. with a freight allowance of 25 cts. per 100 pounds.

STEEL WIRE GAUGES.

When Steel or Iron Wire is ordered under this agreement by gauge number, it will be understood that American Steel & Wire Co.'s Gauge numbers as indicated on the front page and on pages 28 and 29 of their small catalogue dated September 1911, referred to above, will govern, except in case

of Galvanized Telegraph & Telephone Wire, which should still be ordered by Birmingham Wire Gauge numbers on account of the fact that it is still the general practice to use this Birmingham Gauge in connection with orders for such wire, although the differences in Birmingham Wire Gauge sizes are not as regular as the differences in A. S. & Wire Gauge sizes, which are now generally used when designating sizes of other kinds of steel or iron wire.

It is understood that there is no possibility of the wire manufacturers of the country adopting the decimal method of designating the sizes of wire for the reason that the variety of wires is very great and while manufacturers may make to order any sizes that are required, the trade generally can handle this wire much more easily under gauge numbers than decimals. Hardware catalogues without exception, refer to wires by gauge and it would be a very difficult matter to secure a change in this particular. All iron and steel wires in the United States with scarcely any exceptions (except Telegraph and Telephone Wires) are now called for on what is known as A. S. & W. Co.'s wire gauge. All copper and brass wires with scarcely any exceptions are ordered and specified on Brown & Sharpe's gauge.

Wherever sizes of wire to be made to order are ordered for particular purposes, of a different decimal diameter than the gauges mentioned, it is still ordered by decimals. That practice however, prevails only where special sizes of wire are required for particular purposes.

Loading Material.

It is understood that the Sellers have been furnished and hereby acknowledge receipt of a card issued by the Buyers, dated June 1911, marked "Associated Lines Freight Equipment, comprising Union Pacific System, Southern Pacific Company," showing names of the various Associated Lines of the Buyers whose cars may be loaded to any point on or via these lines without regard to lettering on car. On the reverse side of this card are the names and addresses of the various traffic representatives of the Buyers, with whom it is understood the Sellers may confer in regard to securing Buyers' equipment in which to make shipments.

Sellers hereby agree so far as practicable, when ordered in carload lots for shipment direct to any of the Buyers mentioned, to ship material under this agreement in freight cars belonging to the Buyers, unless otherwise ordered.

Terms of Payment.

Terms of payment are to be net cash within thirty (30) days from date of shipment.

Quality of Material and Workmanship.

It is understood that the quality of all materials furnished under this agreement, is to be strictly first-class in every respect and satisfactory to the Buyers' inspector; and that the material will be properly packed for shipment.

Addresses for Orders.

It is understood that all orders shall be addressed to Sellers at Chicago or New York, or to any of Sellers' local warehouses where such material is carried in stock, except that orders for materials for use in Washington, Oregon, California, Arizona, Nevada and Idaho should be addressed to the United States Steel Products Company, Pacific Coast Department, San Francisco, California.

Orders for materials for use in Mexico should be addressed to the United States Steel Products Company, 30 Church St., New York City.

Prompt Filling of Orders and Stock on Hand.

Sellers agree to carry on hand such a stock of the materials mentioned herein, as will enable them to promptly fill orders issued by the Buyers. But strikes, differences with workmen, or other contingencies beyond the control of Sellers, shall relieve them from the prompt fulfillment of this agreement during the continuance of such contingency.

Term of Agreement.

This agreement can be terminated at any time by the Sellers giving three months notice to the authorized repre-

sentative of the Buyers, or the Buyers giving three months notice to the authorized representative of the Sellers, of intention to do so.

Made in duplicate the day and year first above written.

AMERICAN STEEL & WIRE COMPANY,
By
T. H. TAYLOR,
Asst. General Sales Agent.
W. V. S. THORNE,
Director of Purchases.

STEEL WIRE NAILS AND MISCELLANEOUS WIRE NAILS.

THIS AGREEMENT, made and entered into this Twentieth of March, 1907, by and between the AMERICAN STEEL & WIRE Co. of NEW JERSEY, hereinafter called the Sellers, and the UNION PACIFIC RAILROAD COMPANY, the OREGON SHORT LINE RAILROAD COMPANY, the OREGON RAILROAD AND NAVIGATION COMPANY, and the SOUTHERN PACIFIC COMPANY, or any of their present or future associated or proprietary companies, hereinafter called the Buyers,—whereby the Sellers, in consideration of the payments and covenants herein agreed to be made and performed, agree to furnish and deliver free on board cars at Sellers works, or equivalent; and the Buyers agree to take at the prices hereinafter stipulated, and subject to the terms of this agreement, such Steel Wire Nails as they may require in carload lots, and such as Buyers may desire to purchase from Sellers in less than carload lots, for their use at points east of Wyoming and Colorado, and north of the Southern boundary lines of the States of Kansas and Missouri; also such as Buyers may desire to purchase from Sellers for use at any other points on Buyers' lines.

For Steel Wire Nails ordered by the Buyers from the Sellers during each quarterly period beginning January 1st, April 1st, July 1st or October 1st of any calendar year during the term of this agreement, the base price to be paid f. o. b. Pittsburg or equivalent, is to be 5 cts. per 100 lbs. less than

Sellers' average base price in car lots to largest customers during the month immediately preceding the quarter in which such orders are placed; such price in no case to be higher than 5 cts. less than the average price as quoted on car lots in the Iron Age during the month above mentioned. It is understood that Sellers are to report promptly to Buyers, their average base price to their largest customers during the months of December, March, June and September in each calendar year during the period of this agreement.

It is understood that at the date of this Agreement Sellers maintain warehouses at Denver, Colo., Salt Lake City, Utah, San Francisco and Los Angeles, Cala., and Portland, Ore.; New Orleans, La., and other points and it is agreed that Buyers may place orders direct with such warehouses, and the prices to be charged on such orders shall not be higher than the Pittsburg price effective at date of order, with carload all rail tariff rate of freight from Pittsburg to such warehouse, added.

It is understood that the Sellers' small pamphlet dated May, 1901, and their Nail Card dated November, 1901, attached hereto, illustrate the various kinds and sizes of Wire Nails manufactured by them, and the extras above base prices to be charged for such nails which do not take base prices. The Nail Card dated November 1901 also shows the National price-list of Miscellaneous Wire Nails.

When the average base price for Steel Wire Nails is as shown below, the discounts opposite shall apply as to Miscellaneous Nails:

$1.70 to $1.799	90-10 & 10%	f. o. b. Cleveland, Ohio.			
1.80 " 1.899	90-10 & 5%	"	"	"	
1.90 " 1.999	90 & 10%	"	"	"	
2.00 " 2.099	90 & 5%	"	"	"	
2.10 " 2.199	90	"	"	"	

For higher or lower prices of wire nails, discounts on Miscellaneous Wire Nails are to advance or decline proportionately.

It is understood that the quality of all material furnished under this agreement is to be strictly first-class in every

respect, and satisfactory to the Buyers' inspector, and that the material will be properly packed for shipment.

It is understood that all orders should be addressed to the Sellers at Chicago or New York, or to the local warehouses mentioned, and that Sellers are to carry on hand such stock of Nails as will enable them to promptly fill orders made upon them by the Buyers; but strikes, differences with workmen, or other contingencies beyond the control of Sellers, shall relieve them from prompt fulfillment of this Agreement during the continuance of such contingency.

Payment shall be made by the Buyers, net cash within thirty days from date of shipment.

It is understood that nothing in this Agreement will prevent the Railroad Companies mentioned above, from buying such Cement Coated Wire Nails as they may desire to purchase from other parties.

On Wire Nails required by any of the companies mentioned above for use in Mexico, orders should be addressed to the United States Steel Products Export Company, at 21 State Stree (sic) New York, who will furnish them under the terms and conditions above, except that the prices are to be 5% less than those indicated above.

This Agreement can be terminated at any time by the Sellers giving three months notice to the authorized representative of the Buyers, or the Buyers giving three months notice to the authorized representative of the Sellers, of intention to do so.

Executed in duplicate, the day and year first above written.

AMERICAN STEEL & WIRE COMPANY,
By T. H. TAYLOR,
Asst. Gen. Sales Agent.

UNION PACIFIC RAILROAD COMPANY,
OREGON SHORT LINE RAILROAD COMPANY,
THE OREGON RAILROAD & NAVIGATION COMPANY,
SOUTHERN PACIFIC COMPANY,
By W. V. S. THORNE,
Director of Purchases.

AMERICAN STEEL AND WIRE CO.

SEPTEMBER 23RD 1908

MR. W. V. S. THORNE, Director of Purchases,
120 Broadway, New York City.

DEAR SIR:

We will furnish to the Union Pacific Railroad Company, Oregon Short Line Railroad Company, the Oregon Railroad & Navigation Company, Southern Pacific Company, Northwestern Pacific Railroad Company, Southern Pacific Company's Atlantic Steamship Lines and Pacific Mail Steamship Company, The Union Pacific Coal Company, or any of their present or future associated or proprietary companies, such Steel Wire Rope and Fittings as they may desire to purchase from us, under the terms and conditions named below.

QUANTITY TO BE ORDERED UNDER AGREEMENT.

This proposition is made with the understanding that the Railroad and Steamship, and other companies referred to, will order from us not less than 75% of their entire requirements of Steel Wire Rope during the term of this agreement.

STANDARDS RECOMMENDED AND DESCRIPTION.

The Wire Rope and fittings which we propose to furnish, and which we recommend as most suitable and satisfactory for all ordinary requirements, to the Companies mentioned, are illustrated and described in our catalogue of Wire Rope and Fittings, dated May 1908, of which we attach a copy, and which is mentioned in Schedule A dated September 1908 hereto attached, and made a part of this offer.

PRICES AND POINTS OF DELIVERY.

Prices and points of delivery at which we will furnish the various kinds of Wire Rope and Fittings referred to, are indicated on Schedule A above mentioned.

OTHER KINDS OF WIRE ROPE AND FITTINGS THAN THOSE MENTIONED IN SCHEDULE A.

In case other kinds of Wire Rope and Fittings made by us than those mentioned in Schedule A, are desired by the Railroad, Steamship and other companies named above, we will furnish them at prices correspondingly as low as those mentioned in Schedule A, considering the cost of manufacture in each case.

We have warehouses and offices at each of the following points in territory served by the associated lines, at which we carry in stock the various kinds of wire rope and fittings referred to in our catalogue.

At any of these points we will make deliveries as per Schedule A, and orders may be addressed to us at any of these points.

Chicago, Ill.,	Commercial National Bank Building.
New York City,	30 Church St.
Denver, Colo.,	Equitable Building.
Salt Lake City, Utah.	
San Francisco, Cala.	
Portland, Oregon,	9th and Irving Sts.
Los Angeles, Cala.,	160 Central Avenue.
Seattle, Wash.	

In case we should in future establish additional warehouses at other points in territory convenient to the Associated Lines, we will make deliveries also at such points under similar terms and conditions to those outlined herein.

PROMPT FILLING OF ORDERS.

All orders are to be filled promptly, but fires, strikes, (sic) of operatives, or any other unavoidable cause beyond our control, will relieve us from prompt fulfillment of agreement.

WORKMANSHIP, MATERIAL, AND PACKING.

The Wire Rope and Fittings which we are to furnish under this agreement we guarantee will be fully equal in

quality of workmanship and material, to the best standard grades of similar material sold by any other manufacturers, and will be strictly first-class in quality and workmanship, and satisfactory to your Companies' inspectors; and will be properly packed for shipment.

TEST SHEETS.

When requested, on orders we will furnish test sheets showing tensile strength, elongation, torsion and bends, etc., of wire rope which we ship on such orders.

IN CASE LOWER PRICES ARE MADE BY US TO OTHER CUSTOMERS.

Should we during the term of this agreement furnish any of our customers with similar materials to those mentioned in Schedule A, at lower prices than we have named in this proposition, we agree to make corresponding reduction in prices to the Railroad, Steamship and other Companies included in this agreement on similar materials furnished on orders which they may place with us during any months in which we may sell the same kind of wire rope or fittings to other customers, at lower prices.

CLAIMS ON ACCOUNT OF PATENT SUITS OR ROYALTIES.

We guarantee to protect the Railroad and Steamship, and other Companies above mentioned, from loss on account of patent suits or claims on account of royalties on the materials hereby agreed to be furnished.

TERMS OF PAYMENT.

Terms of Payment are to be net cash in thirty days from date of invoice.

TERM OF AGREEMENT.

This proposition, when accepted by you, shall be considered an agreement between the Railroad, Steamship and other Companies and ourselves, to remain in force until six months written notice by us to the authorized representative

of the Railroad, Steamship and other companies to the contrary, or until six months written notice to us by the authorized representative of the Railroad, Steamship and other Companies, to the contrary.

AMERICAN STEEL & WIRE CO.
By T. H. TAYLOR,
Asst. Gen. Sales Agent.

NEW YORK CITY,
Sept. 23rd 1908.

Schedule A.

Dated September, 1908

BRIGHT AND GALVANIZED STEEL WIRE ROPE AND FITTINGS.

Kind of Rope and Fittings.	DISCOUNT FROM LIST PRICES. F. o. b. East of the Western line of Minn., Iowa, Missouri, Ark., Louisiana, including points on either bank of the Missouri River, between Sioux City and Kansas City.	F. o. b. Denver, Seattle, Portland, San Francisco, Los Angeles	F. o. b. Salt Lake City	List prices and description shown in catalogue of May, 1910, hereto attached, on following pages.
Bright Rope, Hemp Center	70%	65%	60%	7, 8, 10, 11, 12, 15, 22, 24.
Bright Rope when galvanized, after adding 10% to list. (Made only to order)	62½%	57½%	52½%	7, 8, 10, 11, 12, 15, 24.
Galvanized Guy Rope " Ship's Rigging " Hawsers " Running Rope " Mast Arm Rope	62½%	57½%	52½%	18, 19, 20, 22
Wire Rope Fittings (Fastened) (Galv. or Plain)	62½%	57½%	52½%	35, 36, 37, 38, 39, 40, 41, 42
Bright Switch Ropes and Ballast Unloaders, of any length	70%	65%	60%	34.
Labor Splicing Endless	62½%	57½%	52½%	27.
Extra Flexible Bright Rope	65%	60%	55%	14
Extra Flexible Bright Rope, when galvanized, after adding 10% to list	(Made only to order) 57½%	52½%	47½%	14
Regular Galvanized Strand	70 & 5%	60 & 5%	55%	23
Extra Galvanized Strand	60 & 5%	50 & 5%	45%	23

On Wire Rope and Fittings, ordered for use in Mexico, a further discount of five per cent. (5%) from prices named above, will be allowed.

Form 46. Standard 12-07-15,000.

Subject: Agreement for furnishing Steel Wire Rope and Fittings.

UNION PACIFIC RAILROAD COMPANY,
OREGON SHORT LINE RAILROAD COMPANY,
THE OREGON RAILROAD AND NAVIGATION COMPANY,
SOUTHERN PACIFIC COMPANY,

PLEASE REFER TO FILE.
1-276

OFFICE OF DIRECTOR OF PURCHASES,
120 Broadway,
New York City.

NEW YORK, SEPTEMBER 23RD, 1908.

AMERICAN STEEL & WIRE COMPANY,
C/o Mr. T. H. Taylor, Asst. Gen. Sales Agent.
30 Church Street, New York, N. Y.

DEAR SIRS:

Your proposition dated September 23rd, 1908, in regard to furnishing to the Union Pacific Railroad Company, Oregon Short Line Railroad Company, the Oregon Railroad & Navigation Company, Southern Pacific Company, Northwestern Pacific Railroad Company, Southern Pacific Company's Atlantic Steamship Lines, Pacific Mail Steamship Company, and The Union Pacific Coal Company, or any of their present or future associated or proprietary companies, such Steel Wire Rope and Fittings as they may desire to purchase from your Company, is received, and the terms and conditions you mention are satisfactory and accepted, and I will send copies of this correspondence to each of the officials concerned of the Railroad and Steamship Companies mentioned for their information and files together with copies of your catalogue of Wire Rope and Fittings, dated May 1908, referred to.

Yours truly,
W. V. S. THORNE.

NEW YORK, DECEMBER 27TH 1910.

MESSRS. CRAGIN,
POOL,
DEFOREST,
RUMMEL,
FARRELL.

GENTLEMEN:

We have formally notified Mr. Thorne under date of December 22d of our desire at the end of the six months period, to cancel the wire rope contract which we have with the Lines under his general supervision as to purchases. This will bring the actual cancellation date of the contract to June 22d.

Yours truly,
T. H. TAYLOR,
A. G. S. A.

NEW YORK, MAY 18TH, 1911.

MR. W. V. S. THORNE, Director of Purchases, (sic.)
120 Broadway, New York City.

DEAR SIR:

Referring to your inquiry of May 15th, I have to-day discussed the matter very fully with our Vice-President, and am prepared to withdraw letter of December 22d, having reference to cancellation of our contract with you, and to substitute in its place this letter, which gives you notice of cancellation of contract on December 31st 1911, unless otherwise advised.

I shall be glad of an early acknowledgment from you and also will consider it a favor if the matter may for the present be a confidential understanding between your office and this office, with no formal notification issued to your various purchasing agents.

Your truly,
Asst. General Sales Agent.

AGREEMENT No. 1-215.

STEEL WIRE NAILS.

THIS AGREEMENT, made and entered into this twenty-third day of November, 1911, by and between the AMERICAN STEEL & WIRE COMPANY OF NEW JERSEY, hereinafter called the Sellers, and the UNION PACIFIC RAILROAD COMPANY, THE UNION PACIFIC COAL COMPANY, OREGON SHORT LINE RAILROAD COMPANY, OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, SOUTHERN PACIFIC COMPANY, NORTHWESTERN PACIFIC RAILROAD COMPANY, THE ST. JOSEPH & GRAND ISLAND RAILWAY COMPANY, PACIFIC ELECTRIC RAILWAY COMPANY, SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY, PACIFIC MAIL STEAMSHIP COMPANY AND SOUTHERN PACIFIC COMPANY'S ATLANTIC STEAMSHIP LINES, or any of their present or future associated or proprietary companies, hereinafter called the Buyers:

WITNESSETH: This new and revised Agreement No. 1-215, is now made in order to simplify and revise former Agreement No. 1-215, dated March 20th, 1907, and Supplements Nos. 1 to 7 thereto, inclusive, which will hereafter be considered as superseded and cancelled accordingly.

This new agreement also refers to the latest revised catalogue and list prices of the sellers.

The Sellers, in consideration of the payments and covenants herein agreed to be made and performed, agree to furnish and deliver free on board cars at Sellers' works or equivalent; and the Buyers agree to take at the prices hereinafter stipulated, and subject to the terms of this agreement, such Standard Wire Nails and Miscellaneous Wire Nails as they may require in carload lots, and such as they may desire to purchase in less than carload lots, for their use at points east of Wyoming and Colorado and north of the southern boundery lines of the states of Kansas and Missouri; also such as Buyers may desire to purchase from Sellers for use at other points on Buyers' lines.

PRICES FOR STANDARD WIRE NAILS.

For Standard Wire Nails ordered by the Buyers from the Sellers during each quarterly period beginning January 1st, April 1st, July 1st or October 1st of any calendar year during the term of this agreement, the base price to be paid f. o. b. Pittsburgh or equivalent, is to be 5 cts. per 100 lbs. less than Sellers' average base price in carloads to largest customers during the month immediately preceding the quarter in which such orders are placed; such base price to Buyers in no case to be higher than 5 cts. less than the average base price of Wire Nails f. o. b. Pittsburgh, Pa., as quoted to largest Buyers in the "Iron Age" under the general heading "A Comparison of Prices" during the month above mentioned. It is understood that Sellers are to report promptly to Buyers, their average base price on standard Wire Nails to their largest customers during the months of December, March, June and September in each calendar year during the period of this agreement.

CATALOGUE.

It is understood that Sellers 54-page catalogue marked "American Steel & Wire Company—Catalogue of Nails, Wire, Barbed Wire, Netting, Tacks and other Products", dated September 1911, hereby made a part of this agreement, refers to the various kinds of Wire Nails mentioned in this agreement, and indicates base sizes and extras applicable to other than base sizes of same.

PRICES OF MISCELLANEOUS WIRE NAILS.

It is understood and agreed that when the average base price of Standard Wire Nails in dollars per 100 lbs. f. o. b. Pittsburgh, Pa. paid by Buyers to Sellers for Standard Wire Nails furnished on orders placed by buyers with Sellers during any quarter of any calendar year during the term of this agreement, is as shown be-low: (sic)

The price of Miscellaneous Wire Nails furnished on orders placed by buyers with Sellers during the same quarter, shall be the list prices for such Miscellaneous Wire Nails shown in 54-page catalogue referred to, less discounts as shown below:

$1.20 to $1.299	90-10-10-10-10 & 5%
1.30 " 1.399	90-10-10-10 & 10%
1.40 " 1.499	90-10-10-10 & 5%
1.50 " 1.599	90-10-10 & 10%
1.60 " 1.699	90-10-10 & 5%
1.70 " 1.799	90-10 & 10%
1.80 " 1.899	90-10 & 5%
1.90 " 1.999	90 & 10%
2.00 " 2.099	90 & 5%
2.10 " 2.199	90%

For higher or lower prices of Standard Wire Nails, the prices of Miscellaneous Wire Nails mentioned in this table are to advance or decline correspondingly.

DELIVERY POINT PRICES MISCELLANEOUS WIRE NAILS.

Prices named for Miscellaneous Wire Nails are for delivery f. o. b. Cleveland, O. or equivalent.

TIE AND POLE DATING OR MARKING NAILS.

It is understood and agreed that Tie and Pole Dating or Marking Nails made by the Sellers as illustrated and described on page 21 of the catalogue mentioned above, will be

furnished at the following advances over the base price of Standard Wire Nails to Buyers, at the time orders are placed:

					Round Nails with round heads.	Square Nails with square head.
Barbed entire length	Bright	Wire	Dating	Nails	3 x 2½" $.70	Brt. $.95 per 100
	"	"	"	"	7 x 2½" .95	Not made
				Galvanized	$1.00	advance over
	bright.					

These Dating Nails can be made either round with round heads or square with square heads as ordered, with year indicated thereon; but about 90% are made round with round heads.

Warehouses.

It is understood that at the present time, Sellers maintain warehouses at Chicago, Ill., Denver, Colo., Salt Lake City, Utah; San Francisco and Los Angeles, Cala., Portland, Oregon; Seattle, Washington; New Orleans, La., St. Louis, Mo., Memphis, Tenn., Texas City, Texas, and Savannah, Ga.—and it is agreed that Buyers may place orders direct with such warehouses and the prices to be charged for Standard Wire Nails furnished on such orders f. o. b. cars or docks at such points shall not be higher than the Pittsburgh price effective at the time order is placed, with carload all rail rate of freight from Pittsburgh to such warehouse added; and the prices to be charged for Miscellaneous Wire Nails furnished on such orders shall not be higher than the Cleveland price effective at the time order is placed, with carload all rail rate of freight from Cleveland to such warehouse added.

Prices for Delivery in Mexico.

In case any of the articles referred to herein are ordered for use in Mexico, orders therefor should be addressed to the United States Steel Products Co., 30 Church St., New York City, which Company will furnish such articles under the terms and conditions named herein, except that the prices are to be 5% less than those effective at the time for delivery in the United States, provided however, that when the base price of Standard Wire Nails on orders for domestic

use is more than $1.50 per 100 lbs. and the application of this special discount of 5% would make the net price less than $1.50 per 100 lbs., $1.50 shall be the base price on orders for export. When the price on orders placed hereunder for domestic use is $1.50 base or less, there shall be no special discount on orders placed hereunder for material for export.

PRICES FOR DELIVERY IN WASHINGTON, OREGON, CALIFORNIA, ARIZONA, NEVADA AND IDAHO.

In case any of the articles above mentioned are desired for use in Washington, Oregon, California, Arizona, Nevada and Idaho, orders for same should be addressed to the United States Steel Products Company (Pacific Coast Department) at San Francisco, Cala., which company will furnish same under the terms and conditions named herein as regards Nails for domestic use.

It is understood that at times Sellers may be able to make slight concessions in prices of Wire Nails below the figures above mentioned, as regards deliveries in Texas, Pacific Coast States and Denver and Salt Lake territories. When such concessions in price can be made effective, it is understood the Director of Purchases of the Buyers will be advised from time to time by separate letters in regard to what such concessions will be.

CEMENT COATED NAILS.

It is understood and agreed that nothing in this agreement will prevent the companies mentioned above from buying such Cement Coated Wire Nails as they may desire to purchase from other parties.

QUALITY OF MATERIAL AND WORKMANSHIP.

It is understood that the quality of all materials furnished under this agreement, is to be strictly first-class in every respect and satisfactory to the Buyers' inspector; and that the material will be properly packed for shipment.

Loading Material.

It is understood that the Sellers have been furnished and hereby acknowledge receipt of a card issued by the Buyers, dated June 1911, marked "Associated Lines Freight Equipment, comprising Union Pacific System, Southern Pacific Company", showing the names of the various Associated Lines of the Buyers whose cars may be loaded to any point on or via these lines without regard to lettering on car. On the reverse side of this card are the names and addresses of the various traffic representatives of the Buyers with whom it is understood Sellers may confer in regard to securing Buyers' equipment in which to make shipment.

Sellers hereby agree so far as practicable, when ordered in carload lots for shipment direct to any of the Buyers mentioned, to ship material under this agreement in freight cars belonging to the Buyers, unless otherwise ordered.

Addresses for Orders.

It is understood that all orders shall be addressed to Sellers at Chicago or New York, or to any of Sellers' local warehouses, where such material is carried in stock, except that orders for Nails for use in Washington, Oregon, California, Arizona, Nevada and Idaho should be addressed to the United States Steel Products Company, Pacific Coast Department, San Francisco, California.

Orders for Nails for use in Mexico should be addressed to the United States Steel Products Company, 30 Church St., New York City.

Prompt Filling of Orders and Stock on Hand.

Sellers agree to carry on hand such a stock of the Nails mentioned herein, as will enable them to promptly fill orders issued by the Buyers, but strikes, differences with workmen, or other contingencies beyond the control of Sellers, shall relieve them from the prompt fulfillment of this agreement during the continuance of such contingency.

TERMS OF PAYMENT.

Terms of payment are to be net cash within thirty days from date of shipment.

BASE PRICES EFFECTIVE TO MARCH 31ST, 1912 AND THEREAFTER.

The base prices effective as regards Standard and Miscellaneous Wire Nails furnished on orders placed by Buyers with sellers until March 31st, 1912, and thereafter until written notice from representative of the Sellers to representative of the Buyers to the contrary, or until prices are further reduced under the sliding scale arrangement referred to in this Agreement, will be as follows:

Standard Wire Nails—$1.19 per 100 lbs. base F. o. b. Pittsburgh, Pa.

Miscellaneous Wire Nails—90-10-10 & 10 & 5% discount from list prices. F. o. b. Cleveland, Ohio.

TERM OF AGREEMENT.

This agreement can be terminated at any time by the Sellers giving three months notice to the authorized representative of the Buyers, or the Buyers giving three months notice to the authorized representative of the Sellers, of intention to do so.

Made in duplicate, the day and year first above written.

AMERICAN STEEL & WIRE COMPANY,
By T. H. TAYLOR,
Assistant General Sales Agent.
W. V. S. THORNE,
Director of Purchases.